

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**ALAN SIMONS,**

**Plaintiff,**

**v.**

**ROYER COOPER COHEN**

**BRAUNFELD, L.L.C., et al.,**

**Defendants.**

**CIVIL ACTION NO. 21-129**

**ORDER**

**AND NOW**, this 28th day of February 2022, upon consideration of Defendant Buchanan, Ingersoll & Rooney, P.C.'s Motion to Dismiss [Doc. No. 6] and Defendant Royer Cooper Cohen Braunfeld, LLC's Motion to Dismiss [Doc. No. 9] and the related briefing, it is hereby

**ORDERED** that the Motions are **GRANTED in part** and **DENIED in part**, as follows:

1. Defendant Buchanan Ingersoll & Rooney, P.C.'s motion to dismiss Plaintiff's Amended Complaint is **GRANTED** with respect to the breach of contract, negligent misrepresentation, and tortious interference with contractual relations claims and **DENIED** with respect to the breach of fiduciary duty and professional negligence claims.
2. Defendant Royer Cooper Cohen Braunfeld, LLC's motion to dismiss Plaintiff's Amended Complaint is **GRANTED** with respect to the breach of contract and the breach of fiduciary duty claims and **DENIED** with respect to the professional negligence claim.

It is so **ORDERED**.

**BY THE COURT:**

/s/ Cynthia M. Rufe  
**CYNTHIA M. RUFÉ, J.**